

**Department of Transportation
Olympia, Washington 98504**

August 18, 2005

ATTENTION: All Short-Listed Proposers

**Request For Proposals
I-405, SR 520 to SR 522 Stage 1
Design-Build Project**

Addendum No. 4

The Instructions To Proposers for this project is amended as follows:

1. On page 4 of 76, Section 1.7, **Procurement Schedule**, the procurement schedule table is deleted and replaced with the following:

| Action | Date |
|--|-----------------------|
| Issue Draft RFP | March 22, 2005 |
| Mandatory Draft RFP Meeting | April 11, 2005 |
| Draft RFP One-On-One Meetings | April 12-May 13, 2005 |
| Issue Final Draft RFP | May 31, 2005 |
| Voluntary Proposer Meetings | May 17-July 15, 2005 |
| Request for Supplemental Boring Deadline | June 9, 2005 |
| ATC Submittal Deadline | July 22, 2005 |
| Distribute Supplemental Boring Results | July 1, 2005 |
| Issue RFP | July 15, 2005 |
| Proposer Questions Due | August 24, 2005 |
| Proposal Due Date | August 30, 2005 |
| Announce Apparent Best Value | September 21, 2005 |
| Estimated Notice to Proceed | October 14, 2005 |
| Final Permit Issued | August 5, 2005 |

2. On page 18 of 76, Section 3.1.4, **Page Limits, Copies and Submission Instructions**, the text beneath the bullet **Technical Proposal Section 1-5** is revised as follows:

“On original, one electronic copy, and 24 ~~24~~ **30** hard copies of Sections 1-5 as identified in the Table at Section 3.1.2 other than the Price Proposal. The original shall be labeled “ORIGINAL” and each copy must be identified in the upper right-hand corner of its front cover as copy - ____ of ~~24~~ **30** Copies – with Appendices.”

3. On page 43 of 76, Section 4.3.1, **Initial Responsiveness Evaluation**, in the first sentence, the reference to Section 4.3.2 is revised to read Section 4.3.3.
4. On page 44 of 76, Section 4.3.3, **Pass/Fail Criteria Evaluation**, the third and fourth sentences of the second paragraph are revised as follows:

“Failure to achieve a “pass” rating on a pass/fail factor ~~may~~ **will** result in the Proposal being declared non-responsive and ~~the~~ **the** Proposer being disqualified. Failure to submit information in the manner, format and detail specified ~~may~~ **will** result in the Proposal receiving a “fail” rating and being declared non-responsive.”

5. On page 46 of 76, Section 4.5, **Best Value Determination**, the definition of terms for the equation to determine the Score are revised as follows:

“\$P = The ~~Lumps Sum~~ **Total** Proposal Price from the bid form”

6. On page 48 of 76, **SECTION 6 PROPOSER STIPENDS**, the second sentence of the third paragraph are revised as follows:

“A Proposer that has submitted a non-responsive Proposal, ~~(including a technical Proposal that receives less than the minimum required technical score set found in ITP Section 4.4), will~~ **not** earn a Stipend.”

7. Delete page 56 of 76, **FORM B**, and replace it with the attached.
8. Delete page 57 of 76, **FORM C**, and replace it with the attached.

Chapter 1 General Provisions for this project is amended as follows:

9. On page 32 of 203, Section 1-03.15(2), **EPD Documentation**, in the third sentence, the reference to "EDP" is revised to read "EPD".
10. On page 117 of 203, Section 1-07.18(1), **Required Insurance**, subparagraph #2, Commercial General Liability Insurance, the first sentence is revised as follows:

The Design-Builder shall provide commercial general liability broad form coverage (for bodily injury, property damage, personal injury and advertising injury) written on an occurrence form that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) form CG 00 01 07-98 ~~12~~ 04.

11. On page 117 of 203, Section 1-07.18(1), **Required Insurance**, subparagraph #2, Commercial General Liability Insurance, the third sentence is revised as follows:

Such insurance shall include, by its terms or appropriate endorsements, coverage for bodily injury, property damage, fire legal liability (not less than the replacement value of the portion of the premises occupied), personal injury, blanket contractual, independent contractors, premises operations, products and completed operations (for a minimum of ~~five~~ three years following Physical Completion), broad form property damage and hazards commonly referred to as "x" (explosion), "c" (collapse) and "u" (underground) exposures.

12. On pages 117 and 118 of 203, Section 1-07.18(1), **Required Insurance**, subparagraph #2, Commercial General Liability Insurance, the fourth sentence is revised as follows:

This coverage shall have a minimum limit of ~~\$4~~ 3 million per occurrence, ~~\$2~~ 3 million general annual aggregate and ~~\$2~~ 3 million products/completed operations aggregate.

13. On pages 118 and 119 of 203, Section 1-07.18(1), **Required Insurance**, subparagraph #5, Excess Liability Insurance, is revised as follows:

The Design-Builder shall provide umbrella or excess liability insurance with limits not less than ~~\$30~~ 5,000,000 which will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability insurance, in excess of the amounts set forth in Sections 2, 3 and 4 above.

14. On page 119 of 203, Section 1-07.18(1), **Required Insurance**, subparagraph #6, Professional Liability Insurance, the first sentence is revised as follows:

The Design-Builder shall provide professional liability coverage with limits not less than ~~\$3~~ 5 million per claim and aggregate.

15. On page 197 of 203, Section 1-011.4, **Project Related Correspondence**, the last sentence is revised as follows:

The Design-Builder is responsible for recording and distributing to the participants the minutes of all meetings pertaining to ~~this~~ the Project within ~~two~~ five calendar days of the meeting.

Chapter 2 Technical Provisions for this project is amended as follows:

16. Section 2.6.2.1, **Mandatory Standards**, is revised as follows:

~~WSDOT Standards and References:~~

- WSDOT *Geotechnical Design Manual* - 2004 (GDM) * Modified for Design-Build
- WSDOT *Bridge Design Manual LRFD* (M23-50)
- WSDOT *Design Manual for Design-Build Projects* (M22-02)
- WSDOT *Highway Runoff Manual* (M31-16)
- WSDOT *Qualified Products List* (M46-02)
- WSDOT *Materials Manual* (M46-01)
- WSDOT *Construction Manual* (M41-01)
- WSDOT *Standard Specifications* (M41-10)

~~AASHTO References:~~

- AASHTO *Manual on Subsurface Investigations*, 1988
- AASHTO *LRFD Bridge Design Specifications*, US Units, 2004
- AASHTO *Standard Specifications for Transportation Materials and Methods for Sampling and Testing*, 24th Edition, 2004

17. Section 2.8.4.3.1, **Wetlands**, is supplemented with the following:

Additional Wetlands Impacts

In the event that previously unidentified wetlands are discovered within the Project limits, and these additional wetlands are unavoidably impacted by the Work, the Design-Builder shall prepare and submit to WSDOT all necessary permit modifications. The Design-Builder shall strive to include all additional impacts to wetlands and their associated buffers in a single submittal, including wetlands 19.06L and 19.14L.

The Army Corps of Engineers has verbally committed to a 15-day turn-around to resolve permit modifications. The Design-Builder shall submit the proposed permit modification(s) to WSDOT a minimum of 30 calendar days in advance of beginning any work within previously unidentified wetlands and their associated buffers, including but not limited to, wetlands 19.06L and 19.14L.

18. Section 2.8.4.3.1.1, **Mitigating for Wetland Impacts**, is supplemented with the following:

The Design-Builder shall coordinate with WSDOT, when developing planting plans for the 10-foot wide pedestrian easement at the Forbes Lake West Wetland Mitigation Site, to ensure shoreline access.

19. Section 2.10.4, **Mandatory Standards and References**, the section heading is revised to read "**Mandatory Standards**".

20. Section 2.23.5.3, **Design-Builder's Public Liability and Property Damage Insurance**, the first two paragraphs are deleted.

21. Section 2.23.5.3, **Design-Builder's Public Liability and Property Damage Insurance**, is supplemented with the following:

It shall be the responsibility of the Design-Builder to contact the BNSF to determine the required coverages (s).

22. Sections 2.24.1, **General**, the fourth paragraph is deleted.

23. Sections 2.24.2.1, **Mandatory Standards**, the first three bullets under the fourth paragraph are deleted.

24. Section 2.24.3.1, **Right-of-Way Requirements Determination**, the following paragraph is inserted between the fourth and fifth paragraphs:

"Upon successful acquisition of right-of-way, WSDOT will provide the Design-Builder copies of construction commitments (in form of Construction Memorandum) and, if requested, documentation of WSDOT ownership."

25. Section 2.28.1.4.1, **General**, the fourth paragraph is revised as follows:

"The recommended hierarchical structure of the QMP shall follow the structure of the ISO 9001:2000 standard, which provides the confidence in your product to established or specified requirements."

26. Section 2.28.1.4.1, **General**, the fifth paragraph is revised as follows:

"The precedence of the documents describing the Quality System shall be: Quality Policy (for the entire system), quality objectives, policies (for each ~~element~~ section of the QMP), procedures, and Work instructions. "

27. Section 2.28.1.4.4, **Applies to Other Project Plans**, the first bulleted item is revised as follows:

"Safety Management Plan – including ~~Injury and Illness~~ Accident Prevention Plan Program, and Site Safety Plan"

28. Section 2.28.2.2, **Construction Quality Assurance (CQA) Manager**, the second paragraph is revised as follows:

~~"In addition, t~~The Construction Quality Assurance Manager or designated representative shall be available or on the Project within four hours of being notified of a problem regarding the quality assurance of any work being done by the Design-Builder, or any of its subcontractor or agents."

29. Section 2.28.3.1, **General**, the third sentence in the first paragraph is revised as follows:

"These procedures shall specify measures and objective evidence to be ~~taken~~ provided by the Design-Builder (1) to ensure that Quality standards are specified and included in the Design Documents and Construction Documents and to control deviations from such standards, it being understood and agreed that no deviations from such standards shall be implemented unless they have been previously approved by WSDOT at WSDOT's sole discretion, and (2) for the selection of suitability or substitution of materials, and elements of the Work that are included in the Project. "

30. Section 2.28.3.1, **General**, the eight bulleted item under the second paragraph is revised as follows:

“Descriptions of the required design quality control and assurance functions, including scheduled activities for Design Quality Control and Quality Assurance identifying the Design Documents and Construction Documents to be delivered to WSDOT for its review at each stage of the design or work phase of the Project. The plan shall specify written certifications by the Design Quality Assurance Manager for each submittal document that all QMP requirements have been completed satisfactorily. “

31. Section 2.28.3.4, **QC/QA Design Changes**, the last sentence of this section is deleted.

32. Section 2.28.3.6, **Shop and Falsework Drawings**, the second paragraph is revised as follows:

~~“In addition, the~~ QMP shall describe procedures for shop and falsework drawings distribution to WSDOT for review.“

33. Section 2.28.4.3, **Materials Testing Quality Program**, the fifth paragraph is revised as follows:

“**Quality Assurance (QA):** The Construction Quality Assurance Manager will be responsible for the QA materials sampling, testing, and processes for QA. ~~QA + Testing for QA~~ encompasses all those planned (audits and assessments) and systematic actions necessary to ensure that all materials incorporated in the work meet the requirements for the material being used, and will perform satisfactorily for the purpose(s) intended. All QA materials sampling and testing for QA will be performed by a statistically valid, random sampling method, utilizing testing methods and minimum frequencies defined in Section 1-06 of the General Provisions, the WSDOT *Materials Manual*, or in accordance with the WSDOT Design-Builder agreement.“

34. Section 2.28.4.4, **Materials Quality Assurance Team**, the third sentence in the first paragraph is revised as follows:

“The meetings will be held as needed required, to address all Quality issues on the Project.”

35. Section 2.28.4.5, **Materials Testing Laboratory**, the first sentence in the fourth paragraph is revised as follows:

“The QA laboratory shall be properly equipped, staffed, and fully operational for WSDOT inspection a minimum of ten business days prior to start of work.”

36. Section 2.28.5.2, **Activities Meeting**, the fourth sentence in the first paragraph is revised as follows:

“These Activity Meetings are to ensure that all parties have the same understanding of the design intent, have the appropriate plans, specifications and any special details, and are aware of safety regulations and procedures that need to be followed.”

37. Section 2.28.5.2, **Activities Meeting**, the eighth sentence in the first paragraph is revised as follows:

“Minutes of the meeting shall ~~be taken to~~ document any clarifications and understandings related to the construction of the item that are not documented elsewhere.”

38. Section 2.28.5.4, **Hold Points**, the first sentence in the second paragraph is revised as follows:

“As a minimum, the Construction Quality Assurance Manager shall establish hold points at the stages listed below.”

39. Section 2.28.5.15, **Work With NCR**, is revised as follows:

“If WSDOT does not agree with the remedial actions set forth in the NCR, it has the authority to call for removal of the nonconforming Work or can have Work stopped within that area until remedial actions, (approved Corrective Action Plan) have been accepted.”

40. Section 2.28.5.16, **Biweekly NCR Reporting**, is revised as follows:

“The CQA Manager shall maintain a log of all NCRs and Corrective Action Plans and submit # them biweekly to WSDOT. The CQA Manager shall number each NCR and Corrective Action Plan sequentially; give maintain an active summary log, and provide a brief description and status of the nonconforming Work, and, if the NCR has not been closed, an expected closure date. WSDOT will not grant acceptance for any portion of Work that has an outstanding NCR.”

The Appendices to the Request For Proposal for this project are amended as follows:

41. Appendix A1, RFP Documents, remove and replace with the attached.
42. Appendix A2, remove and replace the cover and index with the attached. The following electronic files are updated in this addendum:

[3cx158a250z_Footprint_hybrid.dgn](#)
[3cx158c250z_Cont.dgn](#)
[3cx158c250z_CutFill.dgn](#)
[3cx158c250z_Impact.dgn](#)
[3ex158a250z_esa.dgn](#)
[3pd157a251c_cont.dgn](#)
[3pd158a250c_Dr_Stg1.dgn](#)
[3pd158a250z_RW_a.dgn](#)
[3ps158a250c_ch004_stg1.dgn](#)
[3ps158a250c_dr004_stg1.dgn](#)
[3ps158a250c_pv004_stg1.dgn](#)

These files update the Conceptual Plans with regard to the layout of detention pond C1.1, the Impact Area Line in this vicinity, and the layout of the temporary construction easements at the inlet to Forbes Creek.

43. Appendix M1, Conceptual Plans, remove and replace sheets PV4, DR4 and PM4 with the attached. These sheets have been updated with regard to the layout of detention pond C1.1, the Impact Area Line in this vicinity, and the layout of the temporary construction easements at the inlet to Forbes Creek.
44. Appendix R, Right-of-Way Plans, remove and replace the appendix cover and add the attached sheets. This supplement adds Sundry Site Plans for the Forbes Lake West and Thrasher's Corner Wetland Mitigation Sites.
45. Appendix U3, Utility and Third Party Agreements – Utility Basemap, remove and replace with the attached.

Brian D. Nielsen, P.E.
Contract Manager